 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		<h1>Provincial Supply Chain Management</h1>								
		<b>INVITATION TO BID</b>			<b>Page 1 of 4</b>					
<b>BID NUMBER</b>										
<b>BID DESCRIPTION</b>										
<b>CUSTOMER DEPARTMENT</b>										
<b>CUSTOMER INSTITUTION</b>										
<b>BRIEFING SESSION</b>	<b>Y</b>		<b>N</b>		<b>SESSION COMPULSORY</b>		<b>Y</b>		<b>N</b>	
					<b>SESSION HIGHLY RECOMMENDED</b>		<b>Y</b>		<b>N</b>	
<b>BRIEFING VENUE</b>					<b>DATE</b>			<b>TIME</b>		
<b>COMPULSORY SITE INSPECTION</b>	<b>Y</b>		<b>N</b>		<b>DATE</b>			<b>TIME</b>		
<b>SITE INSPECTION ADDRESS</b>										
<b>TERM AGREEMENT CALLED FOR?</b>	<b>Y</b>		<b>N</b>		<b>TERM DURATION</b>					
<b>CLOSING DATE</b>					<b>CLOSING TIME</b>					
<b>TENDER BOX LOCATION</b>										

## NOTES

### THE TENDER BOX IS OPEN

- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG BID FORMS – (NOT TO BE RE-TYPED) - ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

## THE TENDERING SYSTEM

The Invitation to Bid Pack consists of two Sections (Section 1 and Section 2). These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

## TRAINING SESSIONS

Non-compulsory **"How to tender"** workshops are held every Wednesday from 10:00 to 13:00. Kindly follow our social media platforms / [etenders@gauteng.gov.za](mailto:etenders@gauteng.gov.za) (Publications) for the venue of the training.



# Provincial Supply Chain Management

## INVITATION TO BID

Page 2 of 4

### PART A INVITATION TO BID

#### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	



# Provincial Supply Chain Management

## INVITATION TO BID

Page 3 of 4

**TENDER DOCUMENTS CAN BE OBTAINED FROM:** <https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx>  
**OR**

**ALTERNATIVELY SEND AN E-MAIL TO:** [Tender.admin@gauteng.gov.za](mailto:Tender.admin@gauteng.gov.za)

### ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

### ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



# Provincial Supply Chain Management

## INVITATION TO BID

Page 4 of 4

### PART B TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

<b>SIGNATURE OF BIDDER</b>		<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b> (Proof of authority must be submitted e.g. company resolution)			



**GAUTENG PROVINCE**  
 ENVIRONMENT  
 REPUBLIC OF SOUTH AFRICA

## PERSONAL INFORMATION PROCESSING FORM

1. In the furtherance of the relevant Entities operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.
2. For purposes contemplated in paragraph 1, Cradle of Humankind World Heritage Site and Dinokeng Projects (Entities), hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.
3. By signing this Personal Information Processing Consent form, you hereby grant the Entities permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, \_\_\_\_\_ (*INSERT FULL NAME AND SURNAME*) with \_\_\_\_\_ Identity Number \_\_\_\_\_, in my personal capacity or acting on behalf of \_\_\_\_\_ (Registration Number: \_\_\_\_\_) (Company), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been further explained to me.
5. my or \_\_\_\_\_'s (*INSERT COMPANY'S NAME*) personal information and/or data may be disclosed, processed and/or further processed by the



Entities (including its employees, agents, contractors and representatives) and such other third parties contracted with the Entities involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1 (Processors);

6. any one or more of the above entities/representatives may utilise my and/or Company's personal information/data storage and/or any traffic data processing infrastructure located in and outside the borders of the Republic of South Africa (RSA), in which instance my and/or Company's personal information/data may be conveyed, processed and/or stored outside the borders of RSA;
7. I accept the data security and protection measures adopted and/or applied by the Processors in their retention, disclosure, processing and further processing of my and/or Company's personal information/data; and
8. The Entities may retain any of my personal information/data as may be required by the Entity or for purposes contemplated in paragraph 1.
9. By my signature below, do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this Personal Information Processing Consent form.

### **Privacy Laws Compliance Clause**

I, the signatory to this document/form, further warrant and undertake:

10. to comply with all privacy laws (including the Protection of Personal Information Act 4 of 2013, as amended, (POPIA)) applicable to the processing of any Personal Information resultant from and/or pursuant to the terms of this Agreement. You further undertake to ensure that all security measures are in place, to:



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REPUBLIC OF SOUTH AFRICA

- ✓ ensure the lawful processing of Personal Information
- ✓ secure the integrity and confidentiality of such Personal Information;
- ✓ provide the appropriate and reasonable technical and organization measures to prevent any loss, damage or unauthorized destruction of Personal Information;
- ✓ mitigate against any unlawful, data breach or unauthorised access to Personal Information;
- ✓ identify any or potential risks related to data breaches or contravention with privacy laws;
- ✓ apply the acceptable information security practices and procedures.

11. to indemnify the Entities against any losses, howsoever arising, resultant from any breach or contravention of the privacy laws including your breach of this clause and shall, timeously, notify the Entity, the data subject and the Information Regulator in the event of any contravention or unauthorised disclosure of Personal Information.

12. In accordance with the requirements of POPIA, I hereby give the Entities the expressed and revocable consent to and/or authorisation to disclose, process and/or further process any Personal Information obtained by the Entities pursuant to the terms of this Agreement.

Signed by: \_\_\_\_\_

ID Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 1 of 4

1.	The INVITATION TO BID Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2.	The INVITATION TO BID forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this BID. Additional offers made in any other manner may be disregarded.
3.	Should the INVITATION TO BID forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4	Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5	The INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US \$ 10 million is expected.
6	A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING SCHEDULE per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).
7	Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
8	If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 2 of 4

9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words <b>"as specified"</b> (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	<p>Delivery basis (not applicable for PANEL of BIDDERS):</p> <ul style="list-style-type: none"> <li>a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.</li> <li>b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on the ( PRICING SCHEDULE per item).</li> </ul>



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 3 of 4

17	Unless specifically provided for in the BID document, no bids transmitted by facsimile or email shall be considered.
18	Failure on the part of the bidder to sign any of the INVITATION TO BID forms and thus to acknowledge and accept the conditions in writing or to complete the attached INVITATION TO BID forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19	Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
20	In case of samples being called for together with the bid, the successful bidder may be required to submit pre-production samples to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21	Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22	In case of samples being called for together with the bid, the samples must be submitted together with the bid before the closing time and date of the BID, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the BID may invalidate the bid.
23	In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.




## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 4 of 4

24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	<p>Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:</p> <ul style="list-style-type: none"> <li>• NAME AND ADDRESS OF THE BIDDER;</li> <li>• THE BID (GT) NUMBER; AND</li> <li>• THE CLOSING DATE.</li> </ul> <p>The bid must be deposited or posted;</p> <ul style="list-style-type: none"> <li>• To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; <b>OR</b></li> <li>• deposited in the tender box as indicated on SBD1 before the closing time and date.</li> </ul>
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

	<h1>PROVINCIAL SUPPLY CHAIN MANAGEMENT</h1>	
	<h2>POINT SYSTEM</h2>	Page 1 of 1

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

The goods / services are required by the Customer Department / Institution, as indicated on SBD 01.


This BID will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

POINT SYSTEM

The applicable preference point system for this tender is the 90/10 preference point system.	
The applicable preference point system for this tender is the 80/20 preference point system.	
Either the 90/10 or 80/20 preference point system will be applicable in this tender	

### TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	Y		N		SERVICE BASED	Y		N		VALUE BASED	Y		N	
VALUE BASED	Y		N											
QUANTITY BASED	Y		N											
TERM BASED	Y		N											

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	Page: 1 of 3

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 1 in the enterprise, employed by the state?


<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

---

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	<b>Page: 2 of 3</b>

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

2.2.1 If so, furnish particulars:

--

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

2.3.1 If so, furnish particulars:


--

### 3 DECLARATION

I, the undersigned (name).....in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 2 will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

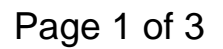
	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	<b>Page: 3 of 3</b>

- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN ANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

<b>Signature</b>		<b>Date</b>	
<b>Position</b>		<b>Name of the Bidder</b>	





## Page 2 of 3

CRITERIA FOR PRICE AND PREFERENCE POINTS (SPECIFIC GOALS)	POINTS
Bid Price	
Preference Points (Specific Goals)	
<b>TOTAL</b>	

[illegible]

2024/11



# PROVINCIAL SUPPLY CHAIN MANAGEMENT

## EVALUATION METHODOLOGY PROCESS

Page 3 of 3

### BIDDERS JOB CREATION ANALYSIS

Company Name		Date Established	
--------------	--	------------------	--

	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

The successful bidder may be audited during the course of the contract to verify the above information.

#### Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your source of supply)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

**NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.**

THIS SECTION IS FOR OFFICE USE ONLY						
Observations	Initial Job Count	Job Creation Potential	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



## **TERMS OF REFERENCE**

**FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO IMPLEMENT  
THE NATURAL RESOURCES MANAGEMENT PROGRAMME FOR THE CRADLE OF  
HUMANKIND WORLD HERITAGE SITE, GAUTENG PROVINCE, SOUTH AFRICA**

## 1. INVITATION

Professional Service Providers or consortia with relevant and appropriate skills, experience and empowerment profiles are invited to submit written proposals to the Gauteng Department of Environment (GDEnv) for the implementation of the Natural Resources Management programme in the Cradle of Humankind World Heritage Site (COHWHS).

**Please note:** as the majority of the COHWHS is in private landownership, the Project **shall not be carried out** throughout the entire declared 53 555.7 hectares (ha) world heritage property, but within the **300 ha** as specifically identified in this Term of Reference.

The NRM work is in the core of the COHWHS and the specific areas to be managed are stated under the Scope of Work. The Project must be completed by **15 February 2026**.

## 2. BACKGROUND

### 2.1. PROJECT AREA

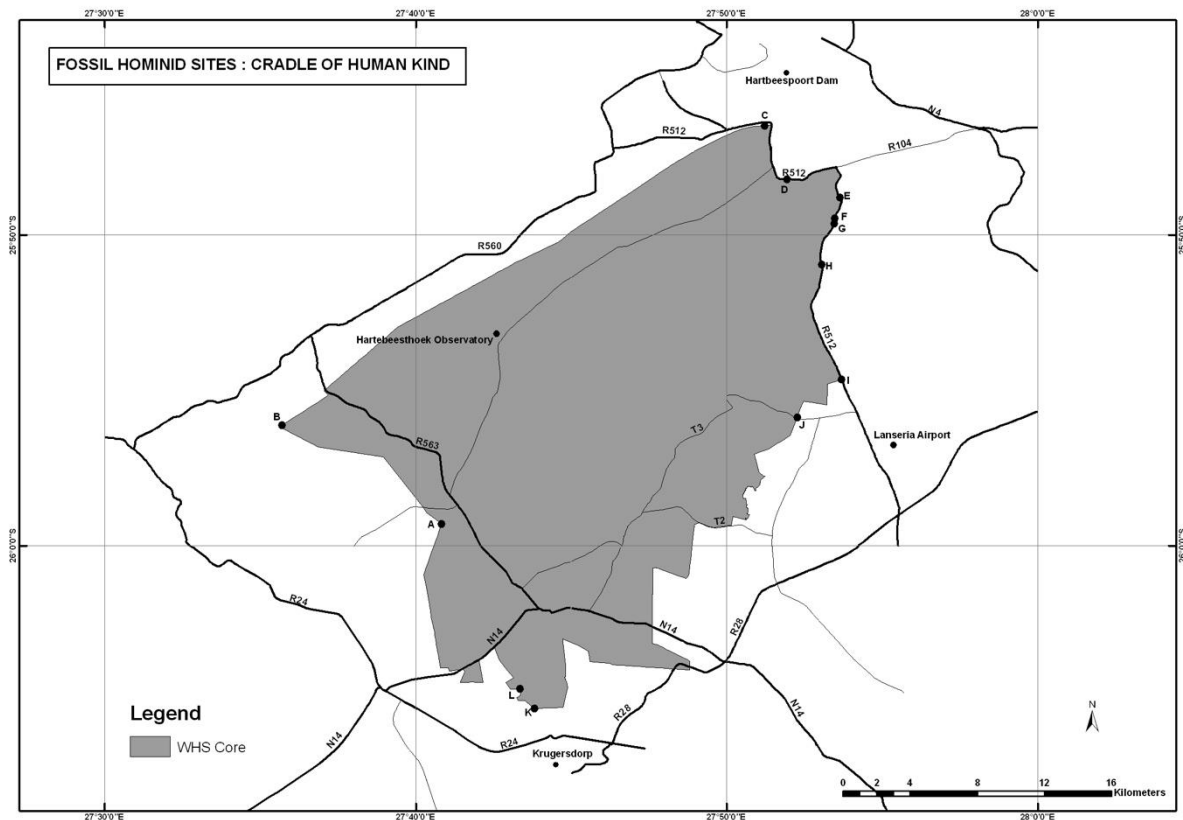
The Cradle of Humankind World Heritage Site (herein constituting “the Project Area”) for the implementation of the Natural Resources Management Programme is illustrated in **Figure 1** below. The world heritage property is 53 555.7 ha as inscribed on the World Heritage List in 1999 by the United Nations Educational, Scientific and Cultural Organisation (UNESCO) and proclaimed in the Government Gazette No. 30590 of 18 December 2007.

The attributes that express the Outstanding Universal Value (OUV) are predominantly tangible in nature and relate to the physical environment. The fossils and fossil deposits (both known and unknown), the scientific research and education potential regarding these fossils, the dolomite, groundwater, and the landscape itself constitutes the core OUV bearing attributes. with a superbly preserved record of the stages in the evolution of humankind. This 53 555.7 hectares world heritage is also home to a diversity of fauna and flora, some of which are rare or endangered.

#### 2.1.1. Geographical Coordinates

The COHWHS is situated predominantly within the Gauteng Province (approximately 45 minutes away from the City of Johannesburg (CoJ), 5 km north of the closest urban centre), although the northern portion is situated within North-West province.

Centre of World Heritage Site: - 27° 47' 20" E, 25° 55' 45" S  
South-western (SW) corner- -27° 42' 50" E, 26° 01' 40" S  
North-Eastern (NE) corner: - 27° 51' 45" E, 25° 49' 45"



**Figure 1:** Cradle of Humankind boundaries as proclaimed on 08 December 2000.

### 3. RATIONALE FOR THE NATURAL RESOURCES MANAGEMENT PROGRAMME (INCLUDING INTEGRATED FIRE MANAGEMENT)

South Africa is a party to the World Heritage Convention of 1972 and its obligations is to, amongst others: ensure the identification, protection, conservation, presentation and transmission to future generations of the cultural and natural heritage situated within their territory and to also implement the Operational Guidelines for the Implementation of the World Heritage Convention.

The Bankenveld grassland vegetation that covers much of the project area is generally well conserved and provides a rich palette of greens, and golden browns. The grassland is interspersed with patches of dense woody vegetation in the drainage lines and along ridges and rocky outcrops, and limited crop cultivation in the wide valley bottoms. The vegetation across the area is not homogenous in distribution type, density or height. The richness of plant and animal species in the area is enhanced by its location within the transition zone between the savanna and grassland biomes. It features a diversity of woody plants and non-grassy herbs as well as animals.

The area of Bankenveld grassland that lies within the COHWHS is of national conservation importance because:

- less than 2% of the grassland in South Africa is formally conserved.
- there is only 1,3% of the Bankenveld conserved within protected areas; and
- the condition of the Bankenveld within the core area of COHWHS is relatively good and worthy of protection.

The Bankenveld is a fire climax grassland of potential savanna. If fire was kept out for long enough it would eventually become an *Acacia caffra* dominated savanna. Patches of grassland between ridges and outcrops are kept open by frost and frequent fires. There is a wide variety of grass species, mostly sour grass that loses nutritive value and palatability in winter. Many species are well adapted to fire. The area is rich in flowering plants with many geophytes that may require regular fires for propagation.

Exposure to multiple, predictable, and recurrent natural hazards is exacerbated by on-going climate change. The most common natural hazards are floods, droughts, and threats from unplanned fires. These hazards pose risks to residents and communities, employees and site visitors, risks to national heritage sites and resources (potential threats to the Outstanding Universal Value of the site), and risks to property. They also affect the world heritage property's ability to operate, conserve the heritage resources, serve the communities and public, and protect its assets. The local communities' high level of poverty, lack of livelihood and income generating opportunities, as well as chronic health problems, adds to the world heritage site's vulnerability toward managing disaster-related risks. Management of these risks through a formal Natural Resources Management (NRM) programme is therefore necessary for effective management of the world heritage site. The jobs and services the COHWHS provide, the safety of the workplace and other benefits all depend on the extent to which the Institution can manage these risks.

Fire is therefore an essential element in land management in the COHWHS as well as in the control of Alien and Invasive Plant Species (AIPs). Unplanned and uncontrolled fires are one of the major causes of the spread of IAPs. Fire needs to be utilized more consciously and more frequently as a management tool in the control of IAPs. Burning operations need to be timed to coincide with clearing operations. This program is needed to support the COHWHS with the implementation of NRM functions, specifically including Integrated Fire Management (IFM) in collaboration with the relevant Fire Protection Associations (FPAs). In addition to IFM, the NRM programme includes a range of integrated natural resource management focused activities like veld and vegetation management (functions like alien invasive control and eradication, vegetation thinning, bush encroachment control, hoeing, slashing, pruning, etc.), rangeland and landscape management functions like vegetation rehabilitation and restoration, erosion, and waste management functions.

The service provider will therefore be required to undertake and manage a range of Natural Resource Management activities, including Integrated Fire Management activities, such as: fire

preparation and prevention (burning of firebreaks, rapid suppression), and controlled block burning (the deliberate burning of large blocks of land when the vegetation is deemed suitable for burning). Block burning is a particularly important tool in the management of Invasive Alien Plants Species. Additional NRM functions that are required include: vegetation management functions (comprising of functions such as alien invasive control and eradication etc.) erosion and soil management.

In addition to the abovementioned activities, the service provider will also be required to perform other Natural Resource Management related activities including Alien and Invasive Plant Species control and eradication, weed control, vegetation management in the road reserve; vegetation management and fuel load reduction activities.

It is on this basis that the COHWHS is commissioning the implementation of the NRM programme to demonstrate its commitment to managing risks to an acceptable level as it endeavours to fulfil its mandate in terms of the World Heritage Convention.

For the purposes of this Terms of Reference (ToR), the NRM Programme as described more fully under the Scope of Work and Deliverables shall constitute “the Project”.

## 4. SCOPE OF WORK

### 4.1. EXPECTED OUTPUTS AND DELIVERABLES

The **proposal** submitted must describe all **tasks, proposed methodologies, resources, inputs** required and **planned outputs** together with **financial implications** for implementation.

The tasks of the Natural Resources Management crew at the COHWHS will be used for preparation and prevention (burning of firebreaks, rapid suppression), and in controlled block burning (the deliberate burning of large blocks of land when the vegetation is deemed suitable for burning). Block burning is a particularly important tool in the management of Invasive Alien Plants. The crew will also perform other fire and natural resource management related activities e.g. alien weed control, road maintenance and fuel load reduction.

The Service Provider is expected to issue and control **Personal Protective Equipment (Hereinafter referred to as PPE)**. In accordance with the information provided in Section 4.1.1 below, the key objective of this work is for the Service Provider to implement NRM obligations with the following requirements:

#### 4.1.1 Establishment of an on-site NRM team / crew.

The execution of the NRM obligations as described in various Acts must be continuous because discontinuity may result in increased risk for non-compliance. Fire management is a relevant example of a NRM obligation.

The Service provider must:

- Establish a team of **30 fully trained and equipped staff** to be available after appointment to execute NRM functions as described in this Terms of Reference.
- Ensure that the NRM crew /team illustrates evidence of incorporating **GEYODI** principles (representing individuals regarding gender, equity, youth and people with disabilities). At least 40% of local employees sourced should be women. The team or crew should consist of the following **30** employees inclusive of:
  - 25 NRM team (firefighters, alien invasive clearing)
  - one (1) person with living with disability
  - one (1) overall crew leader (to manage the day-to-day activities and the deployment of the team /crew);
  - two (2) assistant crew leaders and;
  - one (1) driver
- Prioritise people from adjacent communities to the COHWHS (i.e. Kromdraai Portion 26, Joe Slovo Informal Settlement, Oaktree etc,) for all new recruitment of staff.
- Ensure that the channel of command and management structure of the team is fully operational.

The Team of 30 people is expected to work according to the official calendar working days for the duration of the project.

#### **4.1.2. Alien and Invasive Plant Species (AIPS) control**

The Service Provider is expected to:

- Correctly identify Alien and Invasive Plant Species (AIPS) and must have the internal expertise to recommend and implement the appropriate eradication treatment.
- Alien and Invasive Plants Species control (**MRd -Malmani Road; Sterkfontein Borehole**)
- Riparian Zone / water course maintenance
- Be fully acquainted with the legal use of herbicides and pesticides to comply with the registered use of these chemicals.
- Be able to appropriately source, procure and store the necessary herbicides, pesticides, and equipment for the eradication, control and ultimate disposal of AIPS. (Expenses to be incurred by the Service Provider).
- Report the number of hectares of Alien and Invasive Plant Species control measures implemented using both chemical and mechanical methods.

- Develop maps illustrating areas that were controlled by either chemical or mechanical methods.
- Possess the internal expertise to illustrate basic understanding regarding the impact on the ecosystem when these chemicals are in use.

#### 4.1.3. Fire Management

The Service Provider is expected to:

- Respond and contain fires in the safest, most efficient and cost-effective manner.
- Issue and control Personal Protective Equipment and firefighting equipment.
- Report on the number of hectares of controlled ecological burns – including fire breaks, manual fuel load reduction.
- Use the National Fire Danger Rating System.
- Set levels of availability of fire reaction teams especially for **afterhours, weekends and public holidays**.
- Plan the logistics properly to save on costing for field operations.
- Have the internal expertise to assess the needs for generic firefighting equipment and facilities such protective clothing, water tanks, communication equipment, etc.
- Have a vehicle/s that meet the safety standards outlined by the Department of Roads and Transport when transporting a NRM team / crew.
- Use firefighting equipment and facilities that meet the minimum standards established by Department of Forestry, Fisheries and the Environment.
- Be fully conversant with Regulations in respect of veld burning issued under the Conservation of Agricultural Resources Act, 1983 (Act No. 43 of 1983) (CARA); National Veld and Forest Fires Act, 1998 (Act No. 101 of 1998) (NVFFA) and the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) (OHSA) and the relevant Labour Laws.
- Be responsible for veld fire suppression management actions in the COHWHS together and co-ordinate with the existing fire control structures already in place in Gauteng, such as the Muldersdrift FPA, Magaliesberg FPA, other Conservation organisations, landowners and conservancies.
- Establish a basic and efficient firefighting command structure to minimize risk.
- Be responsible for loss control in terms of maintenance of equipment and to accurately report on this.
- Accurately report on all prescribed fires and wild veld fire events including the mitigating measures to avoid repetition of unwanted fires.
- Assess if objectives were achieved for the fire management action.

- Map the area burnt and record number of hectares of initial and extended attack and accidental fires (use Remote sensing and Geographic Information System (GIS) and compile a fire report.
- Use GIS to identify fire hotspots.

The key performance indicators for this task / activity are as follows:

- Fire Suppression (Initial Attack, Extended Attack and Fire standby)
- Fuel Reduction (manual / chemical)
- Fire Breaks (chemical / slashing/ hoeing/ burning)
  - Establish firebreaks in order to reduce the spread and intensity of any veld fire that may occur in or enter the COHWHS.
  - Evaluate the dimensions of fire breaks necessary for certain landscapes.
- Prescribed burning (Block burns / Under canopy burns / Patch Mosaic / Stack Burning)
  - **Maropeng Interpretation Centre** – 100 ha of Block burn (when necessary).
  - Block Burns affecting any part of the COHWHS (as determined at management meetings)
- Manage uncontrolled / wildfires within the **300 ha**.

#### 4.1.4. Roads reserves, erosion and maintenance

- Culverts maintenance / clearing (as identified in the Water Resources Management Programme)

ACTIVITIES & MAINTENANCE	Distance
Hekpoort Road	17km
Kromdraai road	25km
Sterkfontein road	7km
Maropeng road	6km

#### 4.1.5. Fire Protection Association

The Service Provider to demonstrate skills to comply with the Veld & Forest Fire Management Act in terms of participating with stakeholders in the relevant FPA's associated with the COHWHS.

#### 4.1.6. Staff accommodation and storage facility for equipment

- On-site secure storage space must be provided for by the Service Provider (if necessary).
- Accommodation must be arranged locally within the vicinity of the COHWHS for emergency purposes. If no accommodation is arranged, the service provider must ensure that the team is available during an emergency.

#### 4.1.7. Equipment

- All fire management equipment must be maintained and available at short notice for first call quick response
- The full scope of equipment like tools, fire-fighting equipment, and vehicles, protective clothing must be available immediately after appointment.
- The following necessary equipment must be available prior to appointment:
  - Minimum of 15 Knapsacks (20 litres);
  - Minimum of 20 grass beaters;
  - Minimum of 20 Hand Grass slashes;
  - Minimum of five (5) Hand-Saw;
  - Minimum of 10 spades ;
  - Minimum of 10 herbicides knapsacks (20 litres);
  - Minimum of four (4) brush cutters;
  - Minimum of five (5) Chain saws;
  - Minimum of two (2) drip torchers;
  - Minimum of 10 rakes
  - Minimum of 10 hand hoes.

**The service provider must include a confirmation letter in their proposal, confirming either the availability of the required equipment or that the equipment will be secured upon appointment.**

#### 4.1.8. CAPACITY BUILDING AND TRAINING

- 4.1.8.1. Compulsory induction training on the COHWHS will be provided by the Management Authority.
- 4.1.8.2. **Basic Fire Fighting (NQF Level 1) should be provided to the employees. (2% of the budget should be allocated to training)** – To equip beneficiaries with essential skills to respond to and manage fire-related hazards in the field. Training must meet the SAQA Unit Standard 12484 and include theory, practical demonstrations, and fire drills.
- 4.1.8.3. The service provider must comply with the Occupational Health and Safety Act and ensure that all field personnel are trained in hazard identification, use of PPE, and emergency response procedures.

4.1.8.4. All **fire fighters** to be trained on: Fire attack, Fire suppression, Fire boss communication, Fire beater operations, Prescribed burning, Fire retreat and safety zone, Fall back operations during active fire; replenishing

4.1.8.5. All employees to be trained in:

- Identification of Alien and Invasive Plant Species;
- Basic handling of hazardous material;
- Forest botany (plant identification; grouping; landscape orientation);
- Handling of alien invasive & their disposal;
- Cutting, removal, disbranching of trees and shrubs;
- Handling of indigenous plants & shrub;
- Grass type identification, its importance in the ecosystem;
- Grass cutting methods and correct disposal of cut indigenous grasses;
- Basic soil science including types;
- Erosion control methodologies;
- Basic integrated vegetation management;
- Hoseman operations;
- Widow maker marker;
- **Four (4)** fire fighters to be trained on the use of **brush cutter machines**.
- **Two (2)** fire fighters to be trained on the use of **chainsaw machines**.
- **Four (4)** fire fighters to be trained on **herbicide application**.

#### 4.1.9. Recruitment of employees - Extended Public Works Programme

- The service provider is required to implement this work as part of the Expanded Public Works Programme (EPWP) and compliance with the Ministerial determination establishing conditions of employment for employees in an Expanded Public Works Programme.
- The service provider is required to provide a secure, reliable, efficient, cost-effective and technologically appropriate stipend administration and management solution for beneficiaries employed in the program.
- Pay beneficiaries wages that are pre-determined, approved and formally communicated by the Department of Labour, in compliance with the Unemployment Insurance Fund (UIF) and the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 30 of 1993) (COIDA).
- Appoint and supervise participants by ensuring that Employment Contracts, Attendance registers, Pay sheets and all relevant reporting documents are duly completed and submitted to the COHWHS.
- Submit original and clear certified ID copies, participants' Employment contracts to the COHWHS.
- Generate and maintain a database of employees which involves:

- ✓ Registration of beneficiaries on database system to indicate their formal identification and banking details.
- ✓ Register beneficiaries with Department of Labour for COIDA.
- ✓ Register qualifying workers/ beneficiaries with the UIF.
- ✓ Disburse wages to beneficiary accounts.
- ✓ Provide financial reports to the COHWHS.
- ✓ Payments are to be disbursed on a monthly basis.

## 4.2. MONITORING AND REPORTING

### 4.2.1. Inception Report

The appointed Professional Service Provider must meet with the relevant officials from the COHWHS to establish the following:

- A Project Management Team (PMT)
- Confirmation of the scope of the project.
- Agreement on time frames and deliverables.
- Agreement on the roles and responsibilities of the PMT

Following the inception meeting with the client, the Service Provider will be required to develop an **Implementation plan** and a **methodology /approach** report providing a detailed understanding of the scope of work, limitations and requirements of the Project, including **detailed work schedules**. Overall, this Inception report must indicate the activities and approach to be followed for the implementation of the Natural Resources Management Programme.

### 4.2.2. Implementation Plan

The Service Provider will be responsible for the compilation of an Implementation Plan that must contain a schedule / Roll-out plan detailing activities and time frames of the project. The approved Implementation Plan will form part of the Service Level Agreement (SLA).

The service provider is required to present and demonstrate how they are going to implement a NRM Program in the COHWHS.

The execution of the Implementation Plan will be closely monitored by the PMT.

### 4.2.3. Monthly / Quarterly Reporting

4.2.3.1. Monthly progress reports should be presented to the Project Management Team(PMT).

Monthly reports must include progress on environmental deliverables, training completion records, beneficiary participation data (age/gender/disability disaggregation), and photographic evidence of on-site work.”

4.2.3.2. Quarterly reporting should be presented to the (PMT) on a quarterly basis.

4.2.3.4. The service provider must make use of available information and avoid duplication of work at all costs.

4.2.3.5. Prepare and submit a **Close-out report** at the end of the project.

## 5. REQUIRED EXPERTISE

As can be noted from the above scope of work, the Project will require a highly skilled and experienced team, with a range of competencies. The following competencies are critical for the Project to be completed successfully:

- An understanding of the state of the study area and working experience in the study area regarding its natural heritage will be highly advantageous.
- Working experience and knowledge of **natural resources management, environmental management, ecological management, fire management, project management, stakeholder engagement**.
- An understanding of World Heritage Site / Protected Area management.

## 6. ADDITIONAL REQUIREMENTS

For all elements of the scope of work the following is required

### 6.1 Project management and reporting

- a) The successful Professional Service Provider or consortium will be required to enter into a contract with the client to ensure the fulfillment of the deliverables and output specifications of this project.
- b) The service provider will be appointed by the Chief Executive Officer (CEO) and the project deliverables will be submitted to the client for consideration and approval.
- c) The service provider will be responsible for the day-to-day project management of all project related deliverables.
- d) The service provider will report to the Project Manager, Ms Paballo Mohafa who will oversee day-to-day project progress, communication and service provider compliance with specifications and technical requirements.

- e) Additional project information requirements will be provided by the Project Manager as appropriate.
- f) Relevant officials will make themselves available for meetings as required.
- g) The service provider will be required to submit **monthly progress reports** to the Project Manager within four (4) days after the end of each month for the duration of the project.
- h) The service provider will be required to submit a **Close-Out report**.
- i) The Client will provide venues for meetings to be held.

## **6.2 Consultation with the client**

- 6.2.1. The appointed service provider will need to work closely with the Project Manager to ensure a high level of communication and compliance.
- 6.2.2. The proposal must make provision for regular formal interaction with the **Project Management Team** (minimum 1 x monthly meeting) to update the client on project progress.
- 6.2.3. All reports must be submitted for client review and approval before final documents can be submitted.

## **6.3 Project Plan**

- a) Any deviations from the project plan and deliverables must be agreed to by the client in writing.
- b) The deliverables shall be in strict accordance with Section 4 above.
- c) The proposal must make provision for seven (7) working days turnaround time for comments/approval by the client on all draft documents, layout plans and design documents submitted for review.

## **6.4 Press releases and interviews**

All press releases must be approved by and released in the name of the client. Requests for interviews must be referred to the client.

## **6.5 Specific requirements**

- a) All reports must be in MS Word 365 using Arial 11 font and single spacing.
- b) All photographic material and creative images must be provided as high-density images in agreed upon formats.
- c) All draft reports/designs must be delivered digitally (1 report). Draft and final maps or design drawings must be submitted digitally in a format agreed with the client as well as a hard copy document.
- d) All final reports must be delivered digitally (preferably on USB).

## 6.6 Copyright and confidentiality

- a) The successful service provider will be required to sign a confidentiality agreement as part of the contract. Copyright of all materials will belong to the client.
- b) Copyright of information obtained through the course of the assignment will be the property of the client and may not be sold or re-produced by the service provider without the prior permission of the client.
- c) All reports, collateral, photographic and audiovisual material developed are the property of the client and are to be used or distributed only with the permission of the client.
- d) No presentations of any materials may be made without the prior permission of the client.
- e) The service provider must make use of available information and avoid duplication of work at all costs.

## 7. INPUTS FROM THE CLIENT

- 7.1. The client will cover the agreed fee of the service provider (s).
- 7.2. The client will provide available documentation and information.
- 7.3. Relevant staff of the client team will make themselves available for any agreed workshops and meetings and will review and make comments on all draft documents/plans as per the agreed schedules provided by the successful service provider or consortium.
- 7.4. The successful service provider or consortium must assume that the client project team representatives will be identified and will be mandated.

## 8. INVOICES

- 8.1. Payments will be made against the deliverables and milestones in the approved project implementation plan.
- 8.2. Invoices must indicate the task and/or output and should include a short description of work done referring to any relevant reports.
- 8.3. No up-front payments will be made to the Service Provider. The consideration and approval of deliverables (Documents and plans) submitted to the client is required before submission of invoices will be accepted. Government pays for work completed to the satisfaction of the Client within 30 days of submission of invoice. All invoices must be addressed to the **Project Manager**, Ms. Paballo Mohafa.
- 8.4. A list of invoices to be submitted must be included in the draft project plan, in the form of a **payment schedule** and should be related to tangible outputs as mentioned above.
- 8.5. The client reserves the right to commission only portions of the work.

## 9. PROPOSAL SUBMISSION

One (1) copy of the proposal must be submitted with the following format:

- Section 1: Covering letter, Curriculum Vitae of the service provider / Project Leader and relevant attachments.
- Section 2: Interpretation of the brief and scope of work.
- Section 3: Detailed project execution plan, including task definition and allocation, project timeframes / timetable and milestones (linked to the specified deliverables in the Terms of Reference) as well as feedback and reporting plan to the client.
- Section 4: Referenced track record (Service Provider) (3) or more Reference letters aligned to Alien and Invasive Species Control and Fire Management, which have been successfully concluded in the last 5 (five) years. In addition, experience and/or knowledge related to veld management. Reference letters to be written on the client's letterhead and signed by the client.
- Section 5: Detailed budget breakdown (inclusive of VAT) (please refer to **section 11** of these Terms of Reference for more information on pricing requirements).

## ANNEXURES

- ❖ Original Signed
- ❖ SBD4 - Declaration of Interest Form

**Failure to comply with the prescribed format and all the requirements (including pricing requirements) of these Terms of Reference will disqualify your submission.**

## 10. PERFORMANCE MEASUREMENT OF SERVICE PROVIDER

To facilitate the performance of consultants and monitor their scope of work, the COHWHS will:

- Enter into a Service Level Agreement (SLA) that will govern the relationship between the COHWHS and the service provider.
- The SLA will include project assignments that will address each of the project deliverables. The Client will approve each project assignment.
- Establish a Project Steering Committee and a Project Management Team to manage, monitor and oversee the project. These governance structures will ensure that:
  - Services are rendered timeously
  - Timeframes as far as possible are not extended
  - Will render quality assurance functions; and
  - Additional costs are not incurred

- The service provider will be expected to table progress reports for each deliverable contained in the action plan, which will be tabled to the governance structures for review and approval.
- Monitor the payment schedule that will be attached to the SLA. Payments will therefore only be approved and processed on the basis of the achievement of deliverables as per action plan and/or project plan and related approved project assignments. These deliverables and related payments will be recommended by the Project Management Team.

## 11. REQUIREMENTS FOR THE QUOTE

- (a) Valid tax clearance certificate or tax pin from South African Revenue Services (SARS) for the lead service provider and all firms to be subcontracted to it for this assignment, or all firms participating in a joint venture for purposes of this bid
- (b) Full contact details of the service provider
- (c) Curriculum Vitae of the Project Manager clearly indicating qualifications and experience

**Please note:** In order to allow for comparative evaluation the **quote must include unit costs for activities to be carried out in Section 4 to allow the client**, in adjudicating the quote, to exclude some activities or reduce the frequency of activities.

## 12. CRITERIA FOR EVALUATION OF QUOTES

### STAGE 1: TECHNICAL EVALUATION

Criteria for evaluation are as follows:

- a) Price.
- b) Preferential procurement and compliance with broad based black economic empowerment policy of the Gauteng Provincial Government.

In accordance with the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA) and Regulations, the 80:20 system (price: BBBEE) will be applied.

Bidders are hereby specifically referred to the technical threshold against which submissions for the Project will be evaluated. *Given the complexity and extensive nature of the Project, it is critical that Professional Service Providers have the requisite skill set, knowledge, access to facilities and equipment and demonstrated experience, to execute the Project. Bidders are also further requested to note the requisite information which must be provided in their bids as indicated by section 4.2 above, as well as that information requested in each of the criteria listed below.*

## STAGE 1(a): MANDATORY REQUIREMENTS

Bidders not complying with the following mandatory requirements will not be considered:

1. All proposals must comply with the format and requirements indicated in section 9 and 12 above.

The proposals will be evaluated according to points allocated against the following criteria, to a maximum of 100 points.

## STAGE 1(b): DESKTOP ANALYSIS/ FUNCTIONALITY EVALUATION

TECHNICAL EVALUATION CRITERIA	TOTAL POINTS
<p><b>Important notes to the bidder:</b></p> <ul style="list-style-type: none"> <li>• The tender will be evaluated in three (3) sections.</li> <li>• Each of the three (3) sections has an individual score.</li> <li>• The three sections give a total of <b>100</b>.</li> <li>• The three sections are as follows: <ul style="list-style-type: none"> <li>○ <b>Section 1:</b> Experience of the Project Leader that will lead the project with a total score of <b>20 points</b>.</li> <li>○ <b>Section 2:</b> Experience of Service Provider with a total score of <b>30 points</b>. This section has sub-sections as follows: <ul style="list-style-type: none"> <li>▪ Section 2.1. Experience of the service provider in Integrated Fire Management with a score of 20 points.</li> <li>▪ Section 2.2. Experience of the service provider in Alien and Invasive Plants Control with a score of 10 points.</li> </ul> </li> <li>○ <b>Section 3:</b> Quality of the bidder's proposal with a total score of <b>50 points</b>. This section has sub-sections as follows: <ul style="list-style-type: none"> <li>▪ Section 3.1: Approach and methodology with a score of 40 points</li> <li>▪ Section 3.2: Project Timelines with a score of 10 points</li> </ul> </li> </ul> </li> </ul>	
<p><b>SECTION 1. EXPERIENCE OF THE PROJECT LEADER / SITE SUPERVISOR IN INTEGRATED FIRE MANAGEMENT AND ALIEN INVASIVES PLANTS CONTROL</b></p>	<b>20</b>
<p><b>Important notes to the bidder:</b></p> <ol style="list-style-type: none"> <li>1. The experience of the Project Leader will focus on the following aspects: <ol style="list-style-type: none"> <li>a. The relevant experience of the Project Leader is experience in relation to general fire management, Alien and Invasive Plants control, natural resources management, conservation, ecology, environmental management, horticulture.</li> <li>b. Years of experience pertains to the experience of the project leader only.</li> <li>c. A detailed CV for the project leader allocated to this project must be attached to the bidder's proposal. The CV must provide details with regards to qualifications and</li> </ol> </li> </ol>	

experience that are relevant to the fields mentioned above in point 1 (a). In addition, the CV must include contactable references.	
2. The maximum points a bidder can score in this section is <b>20 points</b> and the lowest score a bidder can score in this section is <b>zero (0) points</b> .	
Project Leader / Site Supervisor (3 or more years of experience in fire management and or Alien and Invasive Plants Control) = <b>20 points</b>	<b>20</b>
Project Leader / Site Supervisor (Any experience of less than 3 years but equal or more than 2 years in fire management, natural resources management, conservation, ecology, environmental management.) = <b>10 points</b>	
No proven track record of Site Supervisor in Integrated Fire management and or Alien and Invasive Plants Control or no curriculum vitae attached = <b>0 points</b>	
<b>SECTION 2: EXPERIENCE OF THE SERVICE PROVIDER</b>	<b>30</b>
<p><b>Important notes to the bidder:</b></p> <ol style="list-style-type: none"> <li>Reference letters must be aligned to similar works, which have been successfully concluded in the last ten (10) years for Integrated Fire Management and five (5) years for Alien Invasive Plants control.</li> <li>Similar Works refers to general fire management, alien and invasive control. In addition, experience and/or knowledge related to veld management.</li> <li>These reference letters must be <b>signed</b> and <b>dated by the company</b> for which the work was done; it must clearly specify the <b>date / timeframe (months or years)</b> that the scope of work was conducted; and it must be on an <b>official letterhead</b> of the company for which the work was done.</li> <li>The maximum points a bidder can score in this section is <b>20 points</b> and the lowest score a bidder can score in this section is <b>zero (0) points</b>.</li> <li>Experience in understanding of natural resources management.</li> </ol>	
<p>This section has sub-sections as follows:</p> <ol style="list-style-type: none"> <li>Experience of the service provider in Integrated Fire Management with a score of <b>20 points</b>.</li> <li>Experience of the service provider in Alien and Invasive Plants Control with a score of <b>10 points</b>.</li> </ol>	
<b>2.1. EXPERIENCE OF THE SERVICE PROVIDER IN INTEGRATED FIRE MANAGEMENT</b>	
Experience of ten (10) years and above in Integrated Fire Management with reference letter = <b>20 points</b>	
Experience of five (5) - nine (9) years in Integrated Fire Management with reference letter = <b>15 points</b>	
Experience of three (3) -five (5) years and above in Integrated Fire Management with reference letter = <b>10 points</b>	
Experience of two (2) – three (3) years in Integrated Fire Management = <b>8 points</b>	

Experience of one (1) year in Integrated Fire Management = <b>6 points</b>	<b>20</b>
Experience of less than one (1) year in Integrated Fire Management = <b>4 points</b>	
No previous experience/ / irrelevant experience or no reference letters = <b>0 points</b>	
<b>2.2. EXPERIENCE OF THE SERVICE PROVIDER IN ALIEN AND INVASIVE PLANTS CONTROL</b>	
Experience of five (5) years and above in Alien and Invasive Plants Control = <b>10 points</b>	<b>10</b>
Experience of three (3) – four (4) years in Alien and Invasive Plants Control = <b>5 points</b>	
No previous experience / irrelevant experience / no reference letters = <b>0 points</b>	
<b>SECTION 3: QUALITY OF THE BIDDER'S PROPOSAL</b>	<b>50</b>
<b>Important notes to the bidder:</b>	
1. The quality of the bidder's proposal will focus on the following aspects:  a. The proposed approach and methodology is detailed and clearly articulated. b. The approach and methodology is comprehensive and fully aligned to the terms of reference and scope of work including expected deliverables. c. The proposed approach and methodology meets the timelines proposed by the department or the timelines proposed are closely aligned to the department's expectation.  2. The maximum points a bidder can score in this section is 50 points and the lowest score a bidder can score in this section is zero points.	
<b>SECTION 3.1: APPROACH &amp; METHODOLOGY</b>	<b>40</b>
<b>Important notes to the bidder:</b>	
1. This sub-section will focus on how the bidder will approach the scope of work, that is, who will do what by when? How will the proposed methodology achieve the scope of work and the expected deliverables and outputs? 2. The proposal must include a clear and detailed methodology that presents well-defined activities that have scheduled completion dates with relevant outputs. These activities and related outputs must be fully aligned to the scope of work and the expected outputs / deliverables as outlined in the terms of reference. 3. The maximum points a bidder can score in this sub-section is <b>40 points</b> and the lowest score a bidder can score in this sub-section is <b>zero (0) points</b> . 4. This sub-section will be scored in terms of the following <b>seven (7) criteria</b> : a. The methodology is clear and easy to understand; b. Detailed information is presented in the methodology; c. The methodology includes sequential activities; d. The activities in the methodology are linked to clear outputs; e. The methodology outlines an allocation of human resources for all activities; f. The timelines for activities and outputs are scheduled appropriately; and g. The methodology is fully aligned to the scope of work.	
Approach and methodology meets all the above 7 criteria = <b>40 points</b> .	

Approach and methodology meets any 5-6 of the above criteria = <b>20 points</b>		
Approach and methodology meets any 4 of the above 7 criteria = <b>15 points.</b>		
Approach and methodology meets less than 4 of the above 7 criteria = <b>10 points.</b>		
Approach and methodology meets none of the above 7 criteria = <b>0 points.</b>		
<b>SECTION 3.2: PROJECT TIMELINES</b>		<b>10</b>
<b>Important notes to the bidder:</b>  1. This sub-section will focus on the timelines proposed by the bidder and its alignment to the timeline envisaged by the terms of reference. 2. The maximum points a bidder can score in this sub-section is <b>10 points</b> and the lowest score a bidder can score in this sub-section is zero points. 3. This sub-section will be scored in terms of the following <b>3 time-bound</b> activities: a. Development and submission of <b>Inception Report</b> b. Development and submission of the <b>Implementation Plan</b> c. Development and submission of <b>Close-Out Report</b>		
Project timeline that indicates 3 of the above 3 activities = <b>10 points</b>		
Project timeline that indicates 2 of the above 3 activities = <b>8 points</b>		
Project timeline that indicates 1 of the above 3 activities = <b>6 points</b>		
No project timeline = <b>0 points</b>		
<b>Total Technical Evaluation Criteria</b>		<b>100</b>
<b>Total Threshold i.e. a service provider must obtain a minimum of 70 points out of 100 in order to proceed to the next level of evaluation</b>		<b>70</b>

\*Service providers are required to meet a technical scoring threshold of **70**.

## STAGE 2: PRICE AND PREFERENCE GOALS

Contracts will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Preferential Procurement Regulation, January 2022

## POINTS AWARDED FOR SPECIFIC GOALS

- 3.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 3.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51 %Black owned	0	
51% Black Women owned Or 51% Black Youth owned	20	
EME or QSE	n/a	
People with Disabilities	n/a	
Township Suppliers	n/a	

In the case where the above Preference Goal is implemented, the following must happen:

- (a) A tenderer must submit proof of its B-BBEE status level of contributor.
- (b) A tenderer must submit proof of disability – Medical Certificate/ Doctor letter
- (c) A tenderer must submit proof of being township supplier – Municipal Account / Affidavit that your business is located in the township
- (d) A tenderer failing to submit the proof above may not be disqualified, but-
- (e) May only score points out of 80 for price; and  
Scores 0 points for the goal of which no evidence is provided

#### Points awarded for price

Area	Points
Price	80
Preference Goals Point	20

**NB: All bidders must be registered with Central System Database (CSD).**

### **13. GENERAL RULES**

The rules for this process are as follows:

- a) The client is not bound to accept any of the quotes submitted and reserves the right to call for best and final offers from short-listed service providers before final selection.
- b) The client reserves the right to negotiate price with the preferred service provider.
- c) Service providers may ask for clarification on the project specifications or any of its annexures up to **close of business 48 hours before the deadline** for the submission of the quotes.
- d) Any request for clarification must be submitted by email to Ms. Adele Matthews at [adele.matthews@gauteng.gov.za](mailto:adele.matthews@gauteng.gov.za) and answers will be emailed to all firms that register an interest in this assignment, without revealing the identity of the source of the questions.
- e) Any effort by a service provider to obtain additional information through verbal interaction may result in rejection of the quote.
- f) Service providers may not contact the client on any matter pertaining to their quote from the time when quotes are submitted to the time the quote is accepted. Any effort by a service provider to influence the quote evaluation process in any manner may result in rejection of the quote concerned.
- g) Service providers must comply with government supply chain management requirements and administrative requirements of the client.

### **ADDRESS FOR PROPOSAL/QUOTE SUBMISSION**

Bidders must express prices for their services in South African currency (Rand). All prices must be inclusive of Value Added Tax and costs to be incurred that are necessary for the execution and completion of the contract in accordance with the bid document.

- Proposal must be submitted in (1) hardcopies and (1) USB and
- Must be submitted in **2 sealed envelopes (1 for request for proposal and 1 for price schedule)**.

Submissions must be delivered to 9<sup>th</sup> Floor, 124 Main Street, Marshalltown, Johannesburg before 11am on 8 August 2025. Late submissions will not be considered.

Technical Enquiries: Cradle of Humankind World Heritage Site

Ms Paballo Mohafa: Tel no: 011 085 2196 / 081 882 8195

Email: [Paballo.Mohafa@gauteng.gov.za](mailto:Paballo.Mohafa@gauteng.gov.za)

Supply Chain Management Enquiries:

Ms Adele Matthews: Tel no: 011 085 2527

Email: [adele.matthews@gauteng.gov.za](mailto:adele.matthews@gauteng.gov.za)



# Provincial Supply Chain Management

## Financial Statements

Page 1 of 1

### Submission of Financial Statements

***The latest financial statements for the last two years are required (except if it is a new or a dormant entity)***

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be submitted.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less that two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.



# INTEGRITY PACT FOR BUSINESSES

**FIGHTING CORRUPTION, PROMOTING INTEGRITY**

## **1. INTRODUCTION**

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

## **2. OBJECTIVES**

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

- 2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

## **3. GOVERNANCE**

- 3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

## **4. ENVIRONMENT**

- 4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

## **5. PROTECTION OF INFORMATION**

- 5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.

## **6. REPUTATION**

- 6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.
- 6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.
- 6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.

- 6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

## 7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

- 7.1 The value system of the Gauteng City Region is shown below:

GAUTENG CITY REGION VALUES SYSTEM	
CORE VALUES	ETHICAL VALUES
Patriotism Purposefulness Team focused Integrity Accountability Passionate Activism	Integrity Accountability Dignity Transparency Respect Honesty

- 7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

## 8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

- 8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8<sup>1</sup>, copy of which is attached marked Annexure A, and that:
- 8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.
- 8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.
- 8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.
- 8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

<sup>1</sup> Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
<b>Toll-free number</b>	080 1111 633	0800 701 701
<b>SMS call-back</b>	49017	N/A
<b>E-mail</b>	<a href="mailto:gpethics@behonest.co.za">gpethics@behonest.co.za</a>	<a href="mailto:nach@psc.gov.za">nach@psc.gov.za</a>
<b>Fax</b>	086 726 1681	0800 204 965
<b>Website</b>	<a href="http://www.thehotline.co.za">www.thehotline.co.za</a>	<a href="http://www.publicservicecorruptionhotline.org.za">www.publicservicecorruptionhotline.org.za</a>
<b>Post</b>	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
<b>Walk-in</b>	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6 <sup>th</sup> Floor 94 Pritchard Street Johannesburg

8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

- a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
- b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
- c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

## 9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

- 9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.

- 9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.
- 9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 9.7 In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.
- 9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).
- 9.9 The bidder (or anyone acting on its behalf) warrants that:
- 9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or
- 9.9.2 It has not been convicted by a court of law for theft or extortion; and/or
- 9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

## **10. SANCTIONS FOR VIOLATION**

- 10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.
- 10.2 The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether without the knowledge of the

Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).

10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:

- To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
- To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
- To recover all sums already paid by the Gauteng Provincial Government.
- To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
- To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

## **11. CONFLICT OF INTEREST**

11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.

11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

## **12. LEGAL ACTIONS**

12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **13. VALIDITY**

13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).

13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**GPG INTEGRITY PACT FOR BUSINESSES**

<b>BIDDER/SUPPLIER/SERVICE PROVIDER</b>	
<b>Signature of the CEO</b>	
<b>Full name of the CEO</b>	
<b>Tender number</b>	
<b>Date</b>	

## **Annexure A**

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010**

### **NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. Contract amendments**

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)